

1CH-TRO/not
ATTY

IN THE DISTRICT COURT OF DALLAS COUNTY

STATE OF TEXAS

ORIGINAL

Larry Stepney-Bey,

Petitioner In Propria Person, Constitutional Natural Person,

Living Soul, Non-Collective Entity, Living Bloodline Beneficiary to

the Land Estate of America by HERITAGE

V.

WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE

FOR OPTION ONE MORTGAGE LOAN TRUST 2007-FXD2,

ASSET BACKED CERTIFICATES, SERIES 2007-FXD2, as Trustee

Under the Pooling and Servicing Agreement, and MORTGAGE

SERVICER, OCWEN LOAN SERVICING, LLC, MACKIE WOLF

ZIENTZ & MANN P.C, CARL NIENDORFF, L. KELLER MACKIE,

MICHAEL W. ZIENTZ, WES WEBB, RON BEDFORD, TRACEY

MIDKIFF, KRISTEN WALL, DONNA STOCKMAN, DAVID

STOCKMAN, KENDRA WILEY, LORI LIANE LONG,

ISRAEL SAUCEDO,

Foreign Corporate Fictitious Entities,

Corporate Collective Entities

§ COMPLIANT

§

§ JUDGE

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§ District

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§ CAUSE #

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§ DALLAS COUNTY, TEXAS

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§ EVIDENCE

§ TRIAL BY JURY DEMANDED

CARMEN MOORE
CLERK OF DISTRICT COURT
DALLAS COUNTY, TEXAS

2014 JUL 30 PM 1:00

FILED

**ORIGINAL PETITION AND APPLICATION FOR, TEMPORARY
RESTRAINING ORDER, AND TEMPORARY INJUNCTION**

To THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, declaring his name and Status as Larry Stepney-Bey, son of Henderson, am the Living Beneficiary, makes my living Soul present on behalf of the original Trust Agreement between the Larry, son of Henderson, and any variations here, before, at present or hereafter. The Presenter of this Presentment and the Sovereign Lord and only True God Jehovah, the King of All Eternity. A Trust Agreement that I Larry, son of Henderson, (Executor/Grantor over the entity Larry Stepney-Bey, and all property/agreement/rights and privileges associated with the aforesaid) is a party to, as a matter of inheritance, right and progeny. The original Trust agreement established on earth was between My forefather the first Man of scension status, the first conscious creature on the planet called earth, who agreed to maintain Trustee status as the caretaker for the property held in Trust known as the Earth and all things associated and related thereto. The agreement also required the helping of fellow brethren and other Trustees in their daily struggles, and to support all who needed such support to the best of his ability, as perceived by him to never be in servitude to any other but to be ONE MAN UNDER THE TRUE GOD JEHOVAH THE SOVEREIGN OF THE UNIVERSE. The State of Texas and the U.S government is aware of the agreement with my forefather and foremother as it is etch in stone for and in writings for centuries, and you having failed to disclose the nature of other trust/agreements that may or may not exist that, may or may not impact in any manner the executor, grantor and presenter of this matter. The lenders, Trustees involved in this situation are in breach of trust for their failure to disclose, and they have interfered with the trust agreement that's greater than their self.

COMES NOW, Complainant/Petitioner, (not to be misconstrued as being pro se/corporation in this matter) Larry Stepney-Bey, who files this Petition, in the interest of justice and fairness, for a Fraudulent Lien, as well as violations of the Texas Debt Collection Practices Act, and for a Declaratory Judgment as stated herein. Complainant ask this Honorable Court to grant the Application for Temporary Restraining Order against, Defendant, WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2007-FXD2, ASSET BACKED CERTIFICATES, SERIES 2007-FXD2, as Trustee Under the Pooling and Servicing Agreement, and MORTGAGE SERVICER, OCWEN LOAN SERVICING, LLC, MACKIE WOLF ZIENTZ & MANN P.C, CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, WES WEBB, RON BEDFORD, TRACEY MIDKIFF, KRISTEN WALL, DONNA STOCKMAN, DAVID STOCKMAN, KENDRA WILEY, LORI LIANE LONG, ISRAEL SAUCEDO, to prevent Defendant from executing a Foreclosure scheduled for anytime following 1:p.m Tuesday, August 5th 2014 and from otherwise selling or taking possession of the property subject of this litigation, which is incorporated by reference and fully set forth at length herein, during the pendency of this cause, and from

otherwise disturbing or attempting to disturb Complainant peaceable possession and enjoyment of their property, and in support show the court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Pursuant to Rule 190.1 of the Texas Rules of Civil Procedure, Petitioner intends to conduct discovery in this case under Level 3.

PARTIES AND SERVICE

2. Petitioner Larry Stepney-Bey is a natural living Flesh & Blood, a non-collective entity whose mailing address is 1521 Aldridge Drive, Lancaster, Texas [75134].
3. Defendants, WELL FARGO NATIONAL BANK AS TRUSTEE is a Foreign Corporate Fiduciary as evidenced by its recordings with the Texas Secretary of State and may be served by and through its registered agent, at Corporation Service Company, 211 East 7th Street, Suite 620, Austin Texas, 78701. Service of the said Defendant as described above can be affected by Personal Service, Process Service or Certified Mail Return Receipt Requested.
4. Defendant, OCWEN LOAN SERVICING, LLC. is a Foreign Corporate person, Fiduciary as evidenced by its recordings with the Texas and Secretaries of State, and may be served Corporation Service Company, 211 East 7th Street, Suite 620, Austin Texas, 78701. Service of the said Defendant as described above can be affected by Personal Service, Process Service or Certified Mail, Return Receipt Requested.
5. Defendants MACKIE WOLF ZIENTZ & MANN P.C, CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, WES WEBB, RON BEDFORD, TRACEY MIDKIFF, KRISTEN WALL, CARL NIENDORFF, L. KELLER

MACKIE, MICHAEL W. ZIENTZ, WES WEBB, RON BEDFORD, TRACEY MIDKIFF, KRISTEN WALL, DONNA STOCKMAN, DAVID STOCKMAN of (AVT Title Services LLC. Registered Agent CARL NIENDORFF, listed as a defendant above Alternate address 13770 Noel Road #801529, Dallas, Texas 75380-1529) KENDRA WILEY, LORI LIANE LONG, ISRAEL SAUCEDO, are all individual Collective entities associated with and the same delivery address as the law firm above which is a Foreign Corporation to the Republic, and may be served by Personal Service, Process Service or Certified Mail, Return Receipt Requested at their location at 14160 North Dallas Parkway Suite 900, Dallas, Texas 75254.

JURISDICTION AND VENUE

6. This Court has personal jurisdiction because the property which is the subject of the litigation is located within the jurisdictional limits of this Court. This Court has personal jurisdiction because the property which is the subject of litigation is located in Texas and Defendants are doing business within this state.
7. Venue in this cause is proper in Tarrant County, Texas pursuant to Section 17.56 of the Texas Business and Commerce Code and under Section 15.001 of the Texas Civil Practice and Remedies Code because this action involves real property, and the property is located in Dallas County Texas.

Facts

8. Petitioner is the record owners of the property located at 1521 Aldridge Drive, Lancaster Texas, [75134] more specifically described as: LOT 31 IN BLOCK 1 OF WELLINGTON PARK-PHASE 1, AN ADDITION TO THE CITY OF LANCASTER, IN DALLAS COUNTY TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 86251, PAGE 2418, MAP RECORDS, DALLAS COUNTY TEXAS.

9. Petitioner allegedly signed a Promissory Note, in order to purchase the property located at 1521 Aldridge Drive, Lancaster, Texas [75134], on 2-6-96 Date. The Complainant after multiple request are not currently in possession of a copy of their note.

10. According to the Dallas County Land Records Office, a Deed of Trust was recorded on the subject property. This Deed of Trust reflects Charter Mortgage as the lender. See Exhibit "_____"

11. Prior to any eviction proceedings, Petitioner received correspondence from the Defendants, threatening to foreclose on Petitioner's home. Ocwen purported to be the "current servicer" of the loan. Petitioner do not know who Ocwen is, or how they obtained the right to collect the mortgage payments.

12. Plaintiffs also received correspondence from WELLS FARGO NATIONAL BANK ASSOCIATION threatening to foreclose on his home.

13. Assuming, arguendo, the Petitioner did a Deed of Trust for the purpose of perfecting a lien and the Petitioner make no such admission- the Petitioner

aver only the original lender Charter Mortgage would have the right or authority to foreclose on Petitioner's home.

14. Defendants MACKIE WOLF ZIENTZ MANN P.C and their associates and affiliates, including the substituted Trustees have sent correspondence to the Petitioner threatening to foreclose on the Petitioner's home, even without validating the Debt as requested in writing by the Petitioner.
15. Despite the fact the Petitioner never made a payment to WELL FARGO NATIONAL BANK ASSOCIATION, AS TRUSTEE.
16. According to the Substitute Trustee's Deed (Exhibit" ____"), WELLS FARGO NATIONAL BANK, AS TRUSTEE, who is not the original lender whom the Petitioner signed the note with, appointed the substitute trustee who the Petitioner does not recognize and which this Trustee have intends to Foreclose on the subject property on August 5, 2014. Petitioner also alleges WELLS FARGO NATIONAL BANK ASSOCIATION, AS TRUSTEE instructed the Substitute Trustee to sale and auction the subject property without Petitioner right to due process. This combination of events, coupled with the fact the foreclosure sale was not an arm's length deal, caused the Substitute Trustee to breach the fiduciary duty owed to the Petitioner.
17. At a date and time unknown to the Petitioner, the Defendants WELLS FARGO NATIONAL BANK ASSOCIATION, AS TRUSTEE, instructed the law firm of MACKIE WOLF ZIENTZ MANN P.C TO FILE A suit and foreclose on the Petitioner at the Dallas County Courthouse on August 5 on or after 1 p.m.

TEXAS WRONGFUL DEBT COLLECTION PRACTICES

18. Defendants have taken steps and continue to take steps to violate and collect on a note and enforce an alleged lien on Petitioner's homestead when defendants lack authority to do so because neither are holders in due course nor have the authority to act from a holder in due course. These actions are illegal under the Texas Finance Code.
19. Defendant's collection activities are in violation of Texas Finance Code Section 392.01, because Defendants have no authority to collect on either of the notes or hold a substitute trustee sale.
20. All alleged transfers, assignments and misstatements of facts regarding the Note by Defendants, and the failure of Defendants to stop the foreclosure without validating the debt, constitutes violation of the Debt collection Practice Act and the Texas Finance code.
21. Defendants and their representatives have used prohibited debt collection methods in violation of the Texas Finance Code and the Debt Collection Act. Defendants have threatened to foreclose, are planning on foreclosing on August 5, 2014 on or after 1 p.m. and threatens to evict the Petitioner from his homestead. These actions are coercive and threatening. This conduct was abusive, malicious and harassing. Such acts were unconscionable and unfair means to collect the debt allegedly owed.
22. These actions are thereby fraudulent, deceptive, and/or misleading representations actionable under the Texas Finance Code Sections 392.303 and 392.304, The Debt Collection Practices Act.

REQUEST FOR DECLARATORY JUDGMENT

23. Petitioner request the court declare any attempt to foreclose pursuant to the Texas Property Code Section 51.001 et seq. is an action to collect a debt and therefore the Defendants must produce the one and only Original Promissory Note signed by the Petitioner for inspection by the Petitioner or his document examiner prior to proceeding with any foreclosure proceedings. Petitioner request the Court to declare WELLS FARGO, WELLS FARGO NATIONAL BANK ASSOCIATION, AS TRUSTEE AND OCWEN LOAN SERVICING LLC., must produce the original notes, deeds and copies of any alleged assignments or alonges prior to any further action to enforce the notes.
24. Petitioner request that the Court declare WELLS FARGO, WELLS FARGO NATIONAL BANK ASSOCIATION AS TRUSTEE AND OCWEN have acted unconscionably towards Petitioner.
25. Petitioner request that the Court declare that WELLS FARGO, WELLS FARGO NATIONAL BANK ASSOCIATION AS TRUSTEE and OCWEN'S conduct constitute fraud, negligence and intentional misrepresentation.

APPLICATION FOR TEMPORARY RESTRAINING ORDER

26. After knowledge of a possible sale, the Petitioner have requested Defendants produce certified copies of any and all transfer documents showing all of the transfers and assignments of the Original Deed of Trust, as well as the Original Notes. In addition to any assignments of the attorney's showing authority. Such documentation has not yet been provided to the Petitioner.

27. Unless this honorable Court immediately restrains the Defendants WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2007-FXD2, ASSET BACKED CERTIFICATES, SERIES 2007-FXD2, as Trustee Under the Pooling and Servicing Agreement, and MORTGAGE SERVICER, OCWEN LOAN SERVICING, LLC, MACKIE WOLF ZIENTZ & MANN P.C, CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, WES WEBB, RON BEDFORD, TRACEY MIDKIFF, KRISTEN WALL, DONNA STOCKMAN, DAVID STOCKMAN, KENDRA WILEY, LORI LIANE LONG, ISRAEL SAUCEDO from executing a foreclosure, , Eviction, Writ of Possession or otherwise selling or taking possession of the subject property during the pendency of this cause, or from otherwise disturbing or attempting to disturb Petitioner's peaceable possession and enjoyment of the property, Petitioner will suffer immediate and irreparable injury, for which there is no adequate remedy at law to give Petitioner complete, final and equal relief. More specifically, Petitioner will show unto the court the following: A.) The harm to Petitioner is imminent because Petitioner will lose their property. B.) There is no adequate remedy at law which will give Petitioner complete, final and equal relief if the Temporary Restraining Order is not granted and any transfer of the property is allowed to take place. The subject property, being real estate, is completely unique and may not be adequately substituted with other real property should be defendant(s) sell the property to a bona fide good-faith buyer. C.) Petitioner have met the burden by establishing each element which must be present before injunctive relief can be granted by this court, therefor Petitioner is entitled to the requested temporary restraining order.
28. Petitioner request this Honorable Court to restrain WELLS FARGO, WELLS FARGO NATIONAL BANK ASSOCIATION AS TRUSTEE, OCWEN, MACKIE WOLF ZIENTZ MANN P.C., and the substituted Trustee from executing the foreclosure, the Writ of Possession, or from selling or otherwise taking possession of the subject property during the pendency of this cause, or from otherwise disturbing or attempting to disturb Petitioner's peaceable possession and enjoyment of the property. Petitioner is likely to succeed on the merits of this lawsuit.

ATTORNEY FEE

29. Petitioner have the right to retain a law firm and if Petitioner agrees to pay the firm a reasonable and necessary attorney's fees, an award of reasonable and necessary attorney fees to the Petitioner would be equitable and just therefore authorized by section 37.009 of the Civil Practice and Remedies Code.

PRAYER FOR RELIEF

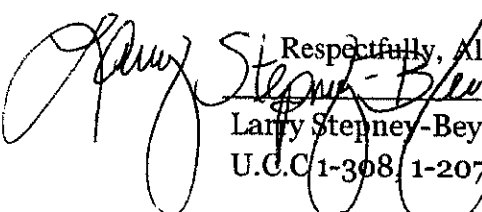
**WHEREFORE PREMISES CONSIDERED, PETITIONER
RESPECTFULLY REQUEST:**

30. This Petition be filed and a day be appointed for a hearing on this matter;
31. Notice of the filing of this Petition and the hearing date be given to all parties by proper service.
32. A temporary restraining order will issue, restraining Defendants, WELLS FARGO, WELLS FARGO NATIONAL BANK ASSOCIATION AS TRUSTEE,

Defendants officers, agents, servants, employees, and assigns, constables, sheriffs, Justices of the Peace and attorneys, including any alleged substitution of Trustees from directly or indirectly from executing a Substitute Trustee's Sale or otherwise selling or taking possession of the subject property during the pendency of this cause, or from otherwise disturbing or attempting to disturb Petitioner's peaceable possession enjoyment of the property.

33. After trial on the merits, the Court permanently enjoin Defendants, Defendants' officers, agents, servants, employees, successors and assigns, constables, sheriff, Justices of the Peace, and attorneys from directly or indirectly from taking possession of the subject property or from otherwise disturbing or attempting to disturb Petitioner's peaceable possession enjoyment of the property.
34. Economic Damages;
35. Punitive Damages;
36. A declaration the Defendants must produce the one and only Original Promissory Note signed by the Petitioner for inspection by the Petitioner and or their document examiner prior to proceeding with any foreclosure proceedings;
37. Treble Damages and damages for mental anguish under the Deceptive Trade Practices Act;
38. Equitable Relief;
39. Reasonable attorney fees;
40. Cost of Court; and
41. All other relief to which Petitioner are entitled;
42. Petitioner pray for general relief.

Respectfully, All Rights Reserved, Moorish American Citizen

 , Date 7-28-14
Larry Stepney-Bey, In Propria Persona, Living Flesh and Blood,
U.C.C 1-308, 1-207, 1-103

1521 Aldridge Dr

Lancaster, TX 75134

(214) 753-9230

Jurat

Signed and sworn before me Larry Stepney-Bey, on this day, the ____ day of July, 2014.

Signed: _____

Printed: _____

CERTIFICATES OF CONFERENCE

I certify that on July __ 2014, I Conferred with the Defendant WELLS FARGO, OCWEN LOAN SERVICING LLC. MACKIE WOLF ZIENTZ MANN P.C. AND/OR DAVID STOCKMAN AND HIS AFFILIATES, and ALLEGEDLY ASSIGNED BY WELLS FARGO

_____ I conferred with WELLS FARGO, OCWEN LOAN SERVICING LLC. MACKIE WOLF ZIENTZ MANN P.C. AND/OR DAVID STOCKMAN AND HIS AFFILIATES, and ALLEGEDLY ASSIGNED BY WELLS FARGO to discuss reasonable means to resolve this dispute prior to filing the Petition.

_____ I conferred on with opposing counsel for WELLS FARGO, OCWEN LOAN SERVICING LLC. MACKIE WOLF ZIENTZ MANN P.C. AND/OR DAVID STOCKMAN AND HIS AFFILIATES, and ALLEGEDLY ASSIGNED BY WELLS FARGO Regarding the merits of the relief sought by Petitioner and I verbally and by writing informed the Defendants of my intention to seek a Temporary Restraining Order and a Turn Over Order.

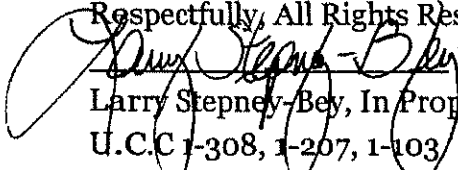
_____ Defendants is represented by Attorney's.

_____ Defendant's **does not** wish to be heard at the time the Temporary Restraining is presented to the Judge for signature.

___X___ Being unable to reach counsel for WELLS FARGO, OCWEN LOAN SERVICING LLC. MACKIE WOLF ZIENTZ MANN P.C. AND/OR DAVID STOCKMAN AND HIS AFFILIATES, and ALLEGEDLY ASSIGNED BY WELLS FARGO, I faxed a copy of this petition and left opposing counsel a voice mail indicating my intention to seek ex parte relief. I also told opposing counsel I would operate from the assumption they would wish to be heard during any TRO hearings that might take place.

Petitioner notified Defendants JASON WOLKOWICZ, WOLKO AUTO SALES and SCOTT VERNON via facsimile to _____ of the Original Petition and Application for, Temporary Restraining Order and Temporary Injunction having been filed.

Respectfully, All Rights Reserved.

 Date: 7-28-14
Larry Stepney-Bey, In Propria Persona, Living Flesh and Blood
U.C.C 1-308, 1-207, 1-103

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To:

**WELLS FARGO BANK NATIONAL ASSOCIATION AS TRUSTEE
BY SERVING ITS REGISTERED AGENT CORPORATION SERVICE COMPANY
211 EAST 7TH STREET
AUSTIN TX 78701**

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **44th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **LARRY STEPNEY-BEY**

Filed in said Court **30th day of July, 2014** against

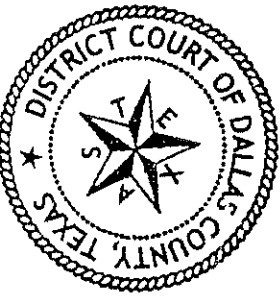
**WELLS FARGO BANK NATIONAL ASSOCIATION AS TRUSTEE FOR OPTION ONE
MORTGAGE LOAN TRUST 2007-FXD2, ASSET BACKED CERTIFICATES, SERIES 2007-
FXD2, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT**

For Suit, said suit being numbered **DC-14-08164**, the nature of which demand is as follows:
Suit on **OTHER CONTRACT** etc. as shown on said petition, a copy of which accompanies this citation.
If this citation is not served, it shall be returned unexecuted.

WITNESS: GARY FITZSIMMONS, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 31st day of July, 2014.

ATTEST: GARY FITZSIMMONS, Clerk of the District Courts of Dallas, County, Texas

By , Deputy
ARMANDO MENDOZA



ATTY

CITATION

DC-14-08164

LARRY STEPNEY-BEY

vs.

**WELLS FARGO BANK NATIONAL
ASSOCIATION AS TRUSTEE**

ISSUED THIS

31st day of July, 2014

GARY FITZSIMMONS
Clerk District Courts,
Dallas County, Texas

By: ARMANDO MENDOZA, Deputy

Attorney for Plaintiff
LARRY STEPNEY-BEY PRO SE
1521 ALDRIDGE DR
LANCASTER TX 75134
214-753-9230

DALLAS COUNTY CONSTABLE

FEES NOT PAID

OFFICER'S RETURN

Case No. : DC-14-08164

Court No.44th District Court

Style: LARRY STEPNEY-BEY vs. WELLS FARGO BANK NATIONAL ASSOCIATION AS TRUSTEE

Came to hand on the _____ day of _____, 20____, at _____ o'clock _____ M. Executed at _____ within the County of _____ at _____ o'clock _____ M. on the _____ day of _____, 20____, by delivering to the within named _____

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation

\$ _____

For mileage

\$ _____

For Notary

\$ _____

of _____ County, _____

By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Notary Public _____ County _____

459B
1110697

ORIGINAL

CAUSE # DC-14-08164

LARRY STEPNEY-BEY
V
WELLS FARGO BANK,IN THE DISTRICT COURT
44TH JUDICIAL DISTRICT
DALLAS COUNTY TEXAS

ORDER

LARRY STEPNEY-BEY, plaintiff in this cause has filed a verified petition for a temporary restraining order as to Defendants WELLS FARGO BANK, MACKIE WOLF ZIENTZ, & MANN P.C, CARL NIENDORF, L. KELELR & AFFILIATES.

Plaintiff

Has presented a request for a temporary restraining order, as set forth in HIS, LARRY STEPNEY-BEY petition and affidavits that unless WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR OPTIN ONE MORTGAGE LOAN TRUST AND MORTGAGE SERVICES, OCWEN LOAN SERVICING, LLC MACKIE WOLF ZIENTZ & MANN P.C., CARL NIENDORF, L. KELELR MACKIE, MICHAEL W. ZIENTZ AND HIS AFFILIATES is immediately restrained from foreclosure, LARRY STEPNEY-BEY will commit the foregoing acts before notice can be give and a hearing is had on plaintiff's motion for a temporary injunction; and that if the commission of these acts is not restrained immediately, LARRY STEPNEY-BEY, plaintiff will suffer irreparable injury because of foreclosure of his homestead, which is a unique property.

IT IS THEREFORE, ORDERED THAT WELLS FARGO BANK, MACKIE WOLF ZIENTZ & MANN P.C, CARL NIENDORF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, WES WEBB & AFFILIATE & ASSOCIATES defendant in this cause, be and hereby is commanded forthwith to desist and refrain from foreclosure, from entry of the order until and to

fourteenth day after entry or until further order of this Court. A hearing on Plaintiff's Application for Temporary Injunction shall occur on September 16, 2014 at 9:30. No bond is necessary at this time.

of the property located at 1521 Albridge

Dr., Lancaster, Signed this 2 day of Sept., 2014 at 11:35 o'clock, a.m.

Tx 75134

[Signature]

[Signature]
Presiding Judge

IN THE DISTRICT COURT OF DALLAS COUNTY

STATE OF TEXAS

[Signature]

§ **AMENDED PETITION**

Larry Stepney-Bey,

Petitioner In Propria Person, Constitutional Natural Person,

§

Living Soul, Non-Collective Entity, Living Bloodline Beneficiary to

§ **JUDGE** _____

the Land Estate of America by HERITAGE

§

V.

§ **44TH DISTRICT**

WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE

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FOR OPTION ONE MORTGAGE LOAN TRUST 2007-FXD2,

§ **CAUSE #DC-14-08164**

ASSET BACKED CERTIFICATES, SERIES 2007-FXD2, as Trustee

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Under the Pooling and Servicing Agreement, and MORTGAGE

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SERVICER, OCWEN LOAN SERVICING, LLC, MACKIE WOLF

§ **DALLAS COUNTY, TEXAS**

ZIENTZ & MANN P.C, CARL NIENDORFF, L. KELLER MACKIE,

§

MICHAEL W. ZIENTZ, WES WEBB, RON BEDFORD, TRACEY

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MIDKIFF, KRISTEN WALL, DONNA STOCKMAN, DAVID

§

STOCKMAN, KENDRA WILEY, LORI LIANE LONG,

§

ISRAEL SAUCEDO,

§ **EVIDENCE**

Foreign Corporate Fictitious Entities,

§ **TRIAL BY JURY DEMANDED**

Corporate Collective Entities

AFFIDAVIT OF FACT

**AMENDED PETITION AND APPLICATION FOR, TEMPORARY
RESTRAINING ORDER, AND TEMPORARY INJUNCTION**

To THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, declaring his name and Status as Larry Stepney-Bey, son of Henderson, am the Living Beneficiary, makes my living Soul present on behalf of the original Trust Agreement between the Larry, son of Henderson, and any variations here, before, at present or hereafter. The Presenter of this Presentment and the Sovereign Lord and only True God Jehovah, the King of All Eternity. A Trust Agreement that I Larry, son of Henderson, (Executor/Grantor over the entity Larry Stepney-Bey, and all property/agreement/rights and privileges associated with the aforesaid) is a party to, as a matter of inheritance, right and progeny. The original Trust agreement established on earth was between My forefather the first Man of scension status, the first conscious creature on the planet called earth, who agreed to maintain Trustee status as the caretaker for the property held in Trust known as the Earth and all things associated and related thereto. The agreement also required the helping of fellow brethren and other Trustees in their daily struggles, and to support all who needed such support to the best of his ability, as perceived by him to never be in servitude to any other but to be ONE MAN UNDER THE TRUE GOD JEHOVAH THE SOVEREIGN OF THE UNIVERSE. The State of Texas and the U.S government is aware of the agreement with my forefather and foremother as it is etch in stone for and in writings for centuries, and you having failed to disclose the nature of other trust/agreements that may or may not exist that, may or may not impact in any manner the executor, grantor and presenter of this matter. The lenders, Trustees involved in this situation are in breach of trust for their failure to disclose, and they have interfered with the trust agreement that's greater than their self.

COMES NOW, Complainant/Petitioner, (not to be misconstrued as being pro se/ corporation in this matter) Larry Stepney-Bey, who files this Petition, in the interest of justice and fairness, for a Fraudulent Lien, as well as violations of the Texas Debt Collection Practices Act, and for a Declaratory Judgment as stated herein. Complainant ask this Honorable Court to grant the Application for Temporary Restraining Order against, Defendant, WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2007-FXD2, ASSET BACKED CERTIFICATES, SERIES 2007-FXD2, as Trustee Under the Pooling and Servicing Agreement, and MORTGAGE SERVICER, OCWEN LOAN SERVICING, LLC, MACKIE WOLF ZIENTZ & MANN P.C, CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, WES WEBB, RON BEDFORD, TRACEY MIDKIFF, KRISTEN WALL, DONNA

STOCKMAN, DAVID STOCKMAN, KENDRA WILEY, LORI LIANE LONG, ISRAEL SAUCEDO, the Defendant failed to respond to the Petitioner request of item necessary to resolved this matter amicably and such Defendants did violate the Petitioner's rights which is mandatory under law by due process, to be preserved, any of his requested items should not be restricted Petitioner, prays this honorable court will see righteousness in this matter; with factual evidence of Petitioners rights violated under the united states Constitution, The Texas State Constitution, Texas Business and Commerce Code Texas Civil Practice and Remedy Code, etc. in failing to produce the required document in a timely order. Silence is the same as admitting.

In addition Defendants, WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2007-FXD2, ASSET BACKED CERTIFICATES, SERIES 2007-FXD2, as Trustee Under the Pooling and Servicing Agreement, and MORTGAGE SERVICER, OCWEN LOAN SERVICING, LLC, MACKIE WOLF ZIENTZ & MANN P.C, CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, WES WEBB, RON BEDFORD, TRACEY MIDKIFF, KRISTEN WALL, DONNA STOCKMAN, DAVID STOCKMAN, KENDRA WILEY, LORI LIANE LONG, ISRAEL SAUCEDO, the Defendants from executing a Foreclosure scheduled for anytime following 1:p.m Tuesday, September 2, 2014 and from otherwise selling or taking possession of the property subject of this litigation, which is incorporated by reference and fully set forth at length herein, during the pendency of this cause, and from otherwise disturbing or attempting to disturb Complainant peaceable possession and enjoyment of their property, and in support show the court the following and In addition, the Defendant failed to respond to the Petitioner request of item necessary to resolved this matter amicably and such Defendants did violate the Petitioner's rights which is mandatory under law by due process, to be preserved, any of his requested items should not be restricted Petitioner, prays this honorable court will see righteousness in this matter; with factual evidence of Petitioners rights violated under the united states Constitution, The Texas State Constitution, Texas Business and Commerce Code Texas Civil Practice and Remedy Code, etc. in failing to produce the required document in a timely order. Silence is the same as admitting.

DISCOVERY CONTROL PLAN LEVEL

1. Pursuant to Rule 190.1 of the Texas Rules of Civil Procedure, Petitioner intends to conduct discovery in this case under Level 3.

PARTIES AND SERVICE

2. Petitioner Larry Stepney-Bey is a natural living Flesh & Blood, a non-collective entity whose mailing address is 1521 Aldridge Drive, Lancaster, Texas [75134].
3. Defendants, WELL FARGO NATIONAL BANK AS TRUSTEE is a Foreign Corporate Fiduciary as evidenced by its recordings with the Texas Secretary of State and may be served by and through its registered agent, at Corporation Service Company, 211 East 7th Street, Suite 620, Austin Texas, 78701. Service of the said Defendant as described above can be affected by Personal Service, Process Service or Certified Mail Return Receipt Requested.
4. Defendant, OCWEN LOAN SERVICING, LLC. is a Foreign Corporate person, Fiduciary as evidenced by its recordings with the Texas and Secretaries of State, and may be served Corporation Service Company, 211 East 7th Street, Suite 620, Austin Texas, 78701. Service of the said Defendant as described above can be affected by Personal Service, Process Service or Certified Mail, Return Receipt Requested.
5. Defendants MACKIE WOLF ZIENTZ & MANN P.C, CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, WES WEBB, RON BEDFORD, TRACEY MIDKIFF, KRISTEN WALL, CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, WES WEBB, RON BEDFORD, TRACEY MIDKIFF, KRISTEN WALL, DONNA STOCKMAN, DAVID STOCKMAN of (AVT Title Services LLC. Registered Agent CARL NIENDORFF, listed as a defendant above Alternate address 13770 Noel Road #801529, Dallas, Texas 75380-1529) KENDRA WILEY, LORI LIANE LONG, ISRAEL SAUCEDO, are all

individual Collective entities associated with and the same delivery address as the law firm above which is a Foreign Corporation to the Republic, and may be served by Personal Service, Process Service or Certified Mail, Return Receipt Requested at their location at 14160 North Dallas Parkway Suite 900, Dallas, Texas 75254.

JURISDICTION AND VENUE

6. This Court has personal jurisdiction because the property which is the subject of the litigation is located within the jurisdictional limits of this Court. This Court has personal jurisdiction because the property which is the subject of litigation is located in Texas and Defendants are doing business within this state.
7. Venue in this cause is proper in Dallas County, Texas pursuant to Section 17.56 of the Texas Business and Commerce Code and under Section 15.001 of the Texas Civil Practice and Remedies Code because this action involves real property, and the property is located in Dallas County Texas.

Facts

8. Petitioner is the record owners of the property located at 1521 Aldridge Drive, Lancaster Texas, [75134] more specifically described as: LOT 31 IN BLOCK 1 OF WELLINGTON PARK-PHASE 1, AN ADDITION TO THE CITY OF

LANCASTER, IN DALLAS COUNTY TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 86251, PAGE 2418, MAP RECORDS, DALLAS COUNTY TEXAS.

9. Petitioner allegedly signed a Promissory Note, in order to purchase the property located at 1521 Aldridge Drive, Lancaster, Texas [75134], on _____ Date. The Complainant after multiple request are not currently in possession of a copy of their note.
10. According to the Dallas County Land Records Office, a Deed of Trust was recorded on the subject property. This Deed of Trust reflects _____ as the lender. See Exhibit “ _____ ”
11. Prior to any eviction proceedings, Petitioner received correspondence from the Defendants, threatening to foreclose on Petitioner’s home. Ocwen purported to be the “current servicer” of the loan. Petitioner do not know who Ocwen is, or how they obtained the right to collect the mortgage payments.
12. Plaintiffs also received correspondence from WELLS FARGO NATIONAL BANK ASSOCIATION threatening to foreclose on his home.
13. Assuming, arguendo, the Petitioner did a Deed of Trust for the purpose of perfecting a lien and the Petitioner make no such admission- the Petitioner aver only the original lender _____ would have the right or authority to foreclose on Petitioner’s home.
14. Defendants MACKIE WOLF ZIENTZ MANN P.C and their associates and affiliates, including the substituted Trustees have sent correspondence to the

Petitioner threatening to foreclose on the Petitioner's home, even without validating the Debt as requested in writing by the Petitioner.

15. Despite the fact the Petitioner never made a payment to WELL FARGO NATIONAL BANK ASSOCIATION, AS TRUSTEE.

16. According to the Substitute Trustee's Deed (Exhibit" ____"), WELLS FARGO NATIONAL BANK, AS TRUSTEE, who is not the original lender whom the Petitioner signed the note with, appointed the substitute trustee who the Petitioner does not recognize and which this Trustee have intends to Foreclose on the subject property on August 5, 2014. Petitioner also alleges WELLS FARGO NATIONAL BANK ASSOCIATION, AS TRUSTEE instructed the Substitute Trustee to sale and auction the subject property without Petitioner right to due process. This combination of events, coupled with the fact the foreclosure sale was not an arm's length deal, caused the Substitute Trustee to breach the fiduciary duty owed to the Petitioner.

17. At a date and time unknown to the Petitioner, the Defendants WELLS FARGO NATIONAL BANK ASSOCIATION, AS TRUSTEE, instructed the law firm of MACKIE WOLF ZIENTZ MANN P.C TO FILE A suit and foreclose on the Petitioner at the Dallas County Courthouse on September 2 on or after 1 p.m.

TEXAS WRONGFUL DEBT COLLECTION PRACTICES

18. Defendants have taken steps and continue to take steps to violate and collect on a note and enforce an alleged lien on Petitioner's homestead when

defendants lack authority to do so because neither are holders in due course nor have the authority to act from a holder in due course. These actions are illegal under the Texas Finance Code.

19. Defendant's collection activities are in violation of Texas Finance Code

Section 392.01, because Defendants have no authority to collect on either of the notes or hold a substitute trustee sale.

20. All alleged transfers, assignments and misstatements of facts regarding the Note by Defendants, and the failure of Defendants to stop the foreclosure without validating the debt, constitutes violation of the Debt collection Practice Act and the Texas Finance code.

21. Defendants and their representatives have used prohibited debt collection methods in violation of the Texas Finance Code and the Debt Collection Act. Defendants have threatened to foreclosed, are planning on foreclosing on September 2, 2014 on or after 1 p.m. and threatens to evict the Petitioner from his homestead. These actions are coercive and threatening. This conduct was abusive, malicious and harassing. Such acts were unconscionable and unfair means to collect the debt allegedly owed.

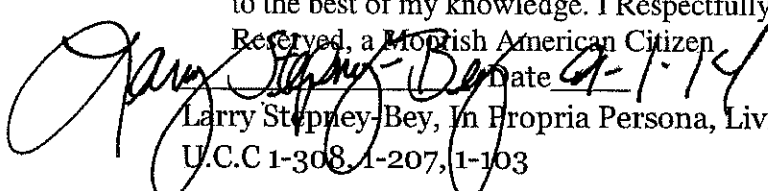
22. These actions are thereby fraudulent, deceptive, and/or misleading representations actionable under the Texas Finance Code Sections 392.303 and 392.304, The Debt Collection Practices Act.

PRAYER FOR RELIEF
WHEREFORE PREMISES CONSIDERED, PETITIONER
RESPECTFULLY REQUEST:

23. This Petition be filed and a day be appointed for a hearing on this matter;

24. Notice of the filing of this Petition and the hearing date be given to all parties by proper service.
25. A temporary restraining order will issue, restraining Defendants, WELLS FARGO, WELLS FARGO NATIONAL BANK ASSOCIATION AS TRUSTEE, Defendants officers, agents, servants, employees, and assigns, constables, sheriffs, Justices of the Peace and attorneys, including any alleged substitution of Trustees from directly or indirectly from executing a Substitute Trustee's Sale or otherwise selling or taking possession of the subject property during the pendency of this cause, or from otherwise disturbing or attempting to disturb Petitioner's peaceable possession enjoyment of the property.
26. After trial on the merits, the Court permanently enjoin Defendants, Defendants' officers, agents, servants, employees, successors and assigns, constables, sheriff, Justices of the Peace, and attorneys from directly or indirectly from takin possession of the subject property or from otherwise disturbing or attempting to disturb Petitioner's peaceable possession enjoyment of the property.
27. Economic Damages;
28. Punitive Damages;
29. A declaration the Defendants must produce the one and only Original Promissory Note signed by the Petitioner for inspection by the Petitioner and or their document examiner prior to proceeding with any foreclosure proceedings;
30. Treble Damages and damages for mental anguish under the Deceptive Trade Practices Act;
31. Equitable Relief;
32. Reasonable attorney fees;
33. Cost of Court; and
34. All other relief to which Petitioner are entitled;
35. Petitioner pray for general relief.

Under Penalty of perjury, I Larry Stepney the living person, affirm that all statements made in this **AFFIDAVIT OF FACT/AMENDED PETITION**, is true to the best of my knowledge. I Respectfully Submit this document with All Rights Reserved, a Mopish American Citizen.

 Date 9-1-14
Larry Stepney-Bey, In Propria Persona, Living Flesh and Blood,
U.C.C 1-308, 1-207, 1-103

Jurat

Signed and sworn before me Larry Stepney-Bey, on this day, the _____ day of September, 2014.

Signed: _____

Printed: _____

CERTIFICATES OF CONFERENCE

I certify that on July __ 2014, I Conferred with the Defendant WELLS FARGO, OCWEN LOAN SERVICING LLC. MACKIE WOLF ZIENTZ MANN P.C. AND/OR DAVID STOCKMAN AND HIS AFFILIATES, and ALLEGEDLY ASSIGNED BY WELLS FARGO

_____ I conferred with WELLS FARGO, OCWEN LOAN SERVICING LLC. MACKIE WOLF ZIENTZ MANN P.C. AND/OR DAVID STOCKMAN AND HIS AFFILIATES, and ALLEGEDLY ASSIGNED BY WELLS FARGO to discuss reasonable means to resolve this dispute prior to filing the Petition.

___X___ I verbally conferred on the phone with the opposing counsel for WELLS FARGO, OCWEN LOAN SERVICING LLC. MACKIE WOLF ZIENTZ MANN P.C. AND/OR DAVID STOCKMAN AND HIS AFFILIATES, and ALLEGEDLY ASSIGNED BY WELLS FARGO

Regarding the merits of the relief sought by Petitioner. I verbally conferred with and informed the Defendants of my intention to seek a Temporary Restraining Order.

In addition, the Defendant failed to respond to the Petitioner request of item necessary to resolved this matter amicably and such Defendants did violate the Petitioner's rights which is mandatory under law by due process, to be preserved, any of his requested items should not be restricted Petitioner, prays this honorable court will see righteousness in this matter; with factual evidence of Petitioners rights violated under the united states Constitution, The Texas State Constitution, Texas Business and Commerce Code Texas Civil Practice and Remedy Code, etc. in failing to produce the required document in a timely order. Silence is the same as admitting.

X Defendants is represented by Attorney's and Defendants Attorney and the Substitution of Trustee has been notified lawfully notified.

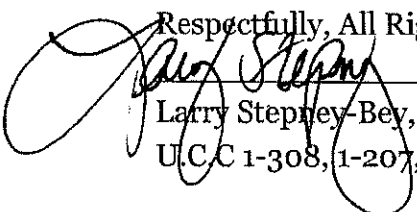
 Defendant's **does not** wish to be heard at the time the Temporary Restraining is presented to the Judge for signature.

 Being unable to reach counsel for WELLS FARGO, OCWEN LOAN SERVICING LLC. MACKIE WOLF ZIENTZ MANN P.C. AND/OR DAVID STOCKMAN AND HIS AFFILIATES, and ALLEGEDLY ASSIGNED BY WELLS FARGO, I faxed a copy of this petition and left opposing counsel a voice mail indicating my intention to seek ex parte relief. I also told opposing counsel I would operate from the assumption they would wish to be heard during any TRO hearings that might take place.

Petitioner notified Defendants JASON WOLKOWICZ, WOLKO AUTO SALES and SCOTT VERNON via facsimile to of the Original Petition and Application for, Temporary Restraining Order and Temporary Injunction having been filed.

Respectfully, All Rights Reserved.

Date: 9-7-14

 Larry Stepney-Bey, In Propria Persona, Living Flesh and Blood
U.C.C 1-308, 1-207, 1-103

CAUSE NO. DC-14-08164

LARRY STEPNEY-BEY,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	
	§	44 TH JUDICIAL DISTRICT
WELLS FARGO BANK, NATIONAL	§	
ASSOCIATION, AS TRUSTEE FOR	§	
OPTION ONE MORTGAGE LOAN	§	
TRUST 2007-FXD2. ASSET-BACKED	§	
CERTIFICATES, SERIES 2007-FXD2, ET	§	
AL.	§	
	§	
Defendants.	§	DALLAS COUNTY, TEXAS

**DEFENDANTS WELLS FARGO BANK AND
OCWEN LOAN SERVICING, LLC'S ORIGINAL ANSWER**

Defendants, Wells Fargo Bank, National Association, as Trustee for Option One Mortgage Loan Trust 2007-FXD2, Asset-Backed Certificates, Series 2007-FXD2, incorrectly named as Wells Fargo Bank, National Association, as Trustee for Option One Mortgage Loan Trust 2007-FXD2, Asset-Backed Certificates, Series 2007-FXD2, as Trustee under the Pooling and Servicing Agreement ("Wells Fargo") and Ocwen Loan Servicing, LLC ("Ocwen") (collectively "Defendants"), file their Original Answer to Plaintiff's Original Petition, and respectfully show the Court as follows:

General Denial

1. Defendants generally deny and demand proof of the allegations contained in Plaintiff's Original Petition and any subsequent amendments or supplements to the same.

Defenses and Affirmative Defense

2. Defendants assert that Plaintiff failed to mitigate his damages, if any.

3. Defendants assert that Plaintiff's contributory/comparative negligence caused or contributed to the harm for which he has sued. Defendants request that responsibility be compared between the Parties for damages at issue and that Defendants be absolved of paying any recovery, or alternatively, any recovery from Defendants should be reduced proportionately.

4. Defendants assert that any damages incurred by Plaintiff should be offset by the amounts owed to Defendants.

5. Defendants assert that Plaintiff's claims are barred by the doctrines of estoppel and/or waiver.

6. Defendants assert that Plaintiff's claims are barred by the doctrine of laches.

7. Defendants assert that Plaintiff has acknowledged the subject debt.

8. Defendants assert that Plaintiff's claims are barred or any failure to perform is excused by the doctrine of affirmation.

9. Defendants assert that Plaintiff's claims are barred or any failure to perform is excused by the doctrine of ratification, as Plaintiff executed documents demonstrating and ratifying the terms of the Loan and paid under the terms of the Note.

10. Defendants assert that Plaintiff lacks standing.

11. Defendants assert that Plaintiff's claims are barred by the doctrine of unclean hands.

12. Defendants assert that Plaintiff has breached the terms of the Loan.

13. Defendants deny that all conditions precedent to a right of recovery have been satisfied.

14. Defendants assert that Plaintiff has failed to assert a claim upon which relief may be granted.

Special Exception

15. Defendants specially except to Plaintiff's Original Petition because it fails to comply with Rule 47(c) of the Texas Rules of Civil Procedure, as it does not specify the maximum amount claimed. Defendants request that the Court enter an order sustaining this special exception and requiring the Plaintiff to amend his Original Petition to comply with Rule 47(c) and also hold that the Plaintiff is prohibited from conducting discovery until he amend the Original Petition to comply with Rule 47(c).

Request for Attorneys' Fees

16. Defendants request that they be awarded their reasonable attorneys' fees and costs as to Plaintiff's declaratory judgment claim under TEX. CIV. PRAC. & REM. CODE § 37.009, allowing either party to be awarded attorneys' fees and costs as are equitable and just.

Request for Disclosure

17. Defendants submit their Request for Disclosure to Plaintiff pursuant to Rule 194.1 of the Texas Rules of Civil Procedure, and request that Plaintiff disclose, within thirty (30) days of service of this request, the information or material described in Rule 194.2 (a) through (l) of the Texas Rules of Civil Procedure. Defendants also request that Plaintiff produce, at the offices of SettlePou, 3333 Lee Parkway, Eighth Floor, Dallas, Texas 75219, copies of all documents and other tangible things pursuant to Rule 194.4 of the Texas Rules of Civil Procedure.

Relief Requested

Defendants request judgment that Plaintiff take nothing by this action and that Defendants recover their attorneys' fees (as applicable) and costs of court, and all other relief to which Defendants may be entitled.

Respectfully submitted,

/s/ Jeremy J. Overbey

Jeremy J. Overbey

Texas Bar I.D. 24046570

joverbey@settlepou.com

Amy S. Ooi

Texas Bar I.D. 24068620

aooi@settlepou.com

SETTLEPOU

3333 Lee Parkway, Eighth Floor

Dallas, Texas 75219

(214) 520-3300

(214) 526-4145 (Facsimile)

ATTORNEYS FOR WELLS FARGO
AND OCWEN LOAN SERVICING, LLC

Certificate of Service

I certify that this document was served in accordance with the Texas Rules of Civil Procedure on September 10, 2014, by the manner indicated upon the following persons:

Via U.S. Regular Mail and
CM/RRR No. 9414 7266 9904 2003 5579 20
Larry Stepney-Bey
1521 Aldridge Drive
Lancaster, Texas 75134
Pro Se Plaintiff

/s/ Jeremy J. Overbey
Jeremy J. Overbey

DMS-#667239-v1-Original_Answer_-_Stepney